

# Exhibit 47



December 15, 1966

Mr. Don Rico  
7607 Fountain Avenue  
Hollywood 46, California

Dear Mr. Rico:

This will confirm our agreement with respect to the Work tentatively titled "THE DAISY DILEMMA" hereinafter referred to as the "Work" as follows:

1. We (Lancer Books, Inc.) hereby employ you to render services for the writing of the manuscript for a work based upon the theme, plot and characters (hereinafter referred to as the "Outline") supplied to you by us and which you acknowledge to be our sole property. You hereby accept such employment and undertake to render your services and to devote your best talents, efforts and abilities in accordance with our instructions and directions.

2. (a) You shall complete and deliver an initial manuscript in accordance with the Outline (attached hereto) of approximately 55,000 words on or before February 15, 1967.

(b) If in our sole and absolute judgment such initial manuscript is not wholly satisfactory or acceptable, we shall have the right, within 30 days after receipt of such initial manuscript, to

(i) Terminate your employment by giving you written notice to such effect, or

(ii) Request you to make such rewrites and revisions to the initial manuscript which shall embody any suggestions or revisions which we shall communicate to you, and within 30 days after such request, you shall deliver a revised manuscript in accordance with our request.

(c) If we shall request a revised manuscript, as above provided, and in our sole and absolute discretion the same is not wholly satisfactory to us, we shall have the right to terminate your employment by giving you written notice to such effect within 30 days after our receipt of such revised manuscript.

(d) If you shall fail to deliver the initial manuscript or revised manuscript within the time hereinabove provided, we shall have the right to terminate your employment by giving you written notice to such effect and you shall thereupon refund any compensation prepaid to you for services which have not been performed by you.

3. The term of your employment shall commence on the date of this agreement and shall terminate upon our acceptance of the initial or revised manuscript submitted by you (unless your employment has been sooner or otherwise terminated pursuant to the other terms and provisions of this agreement).

No termination of your employment, for any reason, shall in any way affect our sole and absolute ownership of the Work or any manuscripts or writings, whether or not satisfactory to us, which you may have submitted to us with respect to the Work. Further, all promises, guarantees, warranties and representations made by you to us, as hereinafter provided, shall survive any termination of your employment, for any reason.

4. As and for your full compensation for all services to be rendered by you during the term of your employment as well as any and all rights which may be secured by us hereunder with respect to the Work we agree to pay you, subject to the provisions of Paragraph 3 hereof, the following sums:

(a) \$ 750.00 upon delivery of the initial manuscript.

(b) \$ 750.00 upon our acceptance of the initial manuscript or upon our acceptance of a revised manuscript. The sums payable under sub-paragraphs (a) and (b) shall be considered an advance payment on all moneys to be paid by us to you under any other provisions of this agreement.

(c) In the event that we shall print, publish and distribute and edition of the Work then we shall pay to you additional sums, hereinafter referred to as "Royalties", on the sale of all copies of the Work manufactured and published by us as follows:

(i) On all copies of the Work sold in the United States, 4% of the retail cover price of the first 150,000 copies of the Work sold and 6% of the retail cover price of all copies of the Work sold in excess of 150,000 copies.

(ii) On all copies of the Work sold outside of the United States 4% of the retail cover price of all copies sold.

(iii) Notwithstanding anything to the contrary herein contained we shall not be required to pay any Royalties on the sale of any copies of the Work which are replacements of any copies of the Work which shall have been lost or destroyed or on the sale of any copies of the Work sold at "Remainder Prices", to wit, at prices equal to or less than 20% of the retail cover price.

(iv) Commencing with 6 months after first distribution of the Work, we shall render statements to you on April 30 and October 31 of each year covering the preceding semi-annual periods ending on January 31 and July 31, respectively showing our estimate of sales of copies of the Work during such period, and, we shall forward along with such statement any payment which may be due for such period.

(v) All payments to be made hereunder on copies of the Work sold by us through our distributors, jobbers and retailers shall be based upon the number of sales as reported by them to us, less a reasonable reserve for returns. Works, or any part thereof which are listed below, we agree to pay to you a percentage of the net proceeds received by us from such sales, licenses or dispositions or hereinafter set forth.

<u>RIGHT OR USE</u>	<u>YOUR SHARE</u>
(i) Serialization, condensation or abridgement	<u>90</u> %
(ii) Publication of the Work in book form in the English language anywhere in the world	<u>50</u> %

(iii)	Publication of the Work in book form in foreign languages anywhere in the world	<u>50</u>	%
(iv)	Motion pictures and rights allied thereto	<u>75</u>	%
(v)	Stage, dramatic and operatic rights and rights allied thereto	<u>75</u>	%
(iv)	Television and radio broad- casting rights and rights allied thereto	<u>75</u>	%

We shall render just, true and accurate accounts of any contracts or arrangements for the sale, licensing and disposition of any such rights in and to the Work and we shall remit to you the percentage which you are entitled to receive from the proceeds thereof within 30 days after our receipt thereof.

It is clearly understood and agreed that the payments to be made under and pursuant to this paragraph shall in no way be deemed a continuation of your term of employment and that all such compensation whether paid during or after your term of employment has ended shall be for services rendered by you during the term of your employment as hereinbefore set forth.

5. You promise, guarantee, warrant and represent to us as follows:

That the material and writing submitted by you to us in the initial manuscript and rewritten and revised manuscripts (except for the Outline and any specific material supplied by or inserted by us) shall be wholly original with you and shall not be copied in whole or in part from any other work and shall not have been theretofore published and that no part of said writing or manuscripts shall be in the public domain and that no part of said writing or manuscripts shall contain any libelous, slanderous or obscene matter nor any material which shall, in whole or in part, violate any copyright or right of privacy or any other right of any other person or persons.

You warrant and represent that you have full power and authority to enter into this agreement and that none

of the matters contained herein are subject to any other contract, agreement, undertaking or promise which may in any way prohibit you in any way from entering into this agreement or which shall in any way restrict or diminish your promises, guarantees, warranties and representations to us or any of the right titles and interest granted to us or which we may acquire hereunder.

You agree that you shall hold us and our distributors, vendees and licensees (hereinafter referred to as "our Vendees") harmless from any and all loss, damage or expense, including reasonable attorneys fees, arising out of or in connection with any claim, action, suit or proceeding brought against us or our Vendees which may be based upon any alleged breach of any of the promises, guarantees, warranties or representations made by you hereunder.

6. Without intending in any way to limit any of the rights, title and interest which we shall have and acquire with respect to the Work and your writing and manuscripts, each of us understands and agrees that all writings and manuscripts prepared or submitted by you to us in connection with the Work shall automatically become our sole and absolute property; that we shall be deemed the Author of the Work and all of the writings and manuscripts prepared by you as well as the copyright proprietor thereof in view of the fact that you are our employee for hire; that we shall have the sole right to obtain copyrights and other protection for the Work; that we shall have the right to use, employ, adapt, revise, edit and change your manuscripts notwithstanding our acceptance of same in any manner as we shall, in our sole and absolute discretion, see fit; and that we shall have the right to license, sell or otherwise dispose of any right, use or property in and to the Work as we in our sole and absolute discretion shall see fit.

You agree to execute and deliver to us in connection with all writings and manuscripts a certificate in substantially the following form:

"I hereby certify that I wrote, as an employee of Lancer Books, Inc. all literary material submitted by me in connection with a work tentatively titled THE RING- A - DING CAPER " pursuant to an agreement dated November 1, 1966 in performance of my duties thereunder and in the course of my employment, and that Lancer Books, Inc. is the Author thereof and entitled to the copyright



therein and thereto, and all renewals and extensions thereof, with the right to make such changes therein and such uses thereof as Lancer Books may determine as such Author.

IN WITNESS WHEREOF, I have hereunto set my  
hand this 2<sup>nd</sup> day of December, 1966.

DON RICO

Should we desire to secure from you further documents covering all or any of the rights in and to the material and writings hereunder then you agree to execute and deliver to us any such documents at any time or from time to time upon our request and in such form as we may request. If you shall fail or refuse for any reason to execute and deliver any such documents then you hereby irrevocably authorize us Attorney-In-Fact to execute any such documents in your name and on your behalf.

7. It is clearly understood and agreed that you shall not be given any authorship credit of any kind, directly or indirectly for your writing or to any use to which such writings shall be put and you further consent and agree that the pseudonym, \_\_\_\_\_ selected by us (as Employer for whom such Work is written for hire and Author) shall be used to show authorship of all such writings and to any use of such writings.

8. Nothing herein contained shall in any way be construed so as to require us to publish any work containing your writings or manuscript whether or not accepted by us. It is clearly understood and agreed between us that we shall discharge our entire duty and obligation to you in the event that we shall accept the initial or revised manuscript upon payment to you of the sums set forth in Paragraphs 4(a) and 4(b) and that you shall be entitled to compensation as set forth in Paragraphs 4(c) and 4(d) only in the event of manufacture and distribution of the Work by us or in the event of our licensing or other disposition of any right, use or property in and to the Work.

9. You agree that you will not at any time hereafter, directly or indirectly, write any work or submit any material to any party which shall use or employ substantially the same theme, plot or characters contained in the Outline which we shall have furnished to you in connection with the Work herein.

10. This agreement shall be deemed to have been entered into in the City and State of New York regardless of the order in which each of our signatures shall be affixed to this agreement and this agreement shall be governed and construed and interpreted in accordance with the laws of the State of New York.

11. This contract contains the entire agreement between us and may not be modified, terminated or amended except in writing and signed by the party against whom such modification, termination or amendment is sought to be enforced.

12. This contract and all of its terms shall be binding upon and shall inure to the benefit of each of us and each of our respective heirs, executors, administrators, legal representatives, successors and assigns.

You shall not assign or delegate any of your right, duties or obligations hereunder without our express and prior written consent.


We shall have the right to assign any and all right, title and interest which we may secure under and pursuant to the terms of this contract.

Would you kindly confirm our agreement to all of the above terms by signing a copy of this letter in the space provided below.

Very truly yours,  
LANCER BOOKS, INC.

By: \_\_\_\_\_

AGREED TO:

  
\_\_\_\_\_  
DON RICO